

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI

IN RE:

JONATHAN R. THORNE
and DARLENE S. THORNE,

CASE NO. 09-11763-DWH

DEBTORS.

CHAPTER 13

JONATHAN R. THORNE, DARLENE S. THORNE
and LOCKE D. BARKLEY, Chapter 13 Trustee
for the Northern District of Mississippi

PLAINTIFFS

VS.

ADV. PROC. NO. 10-01172-DWH

PROMMIS SOLUTIONS HOLDING CORPORATION,
GREAT HILL PARTNERS, LLC,
MORRIS, SCHNEIDER AND PRIOR, now known as
JOHNSON & FREEDMAN, LLC,
LENDER PROCESSING SERVICES, INC.,
LPS DEFAULT SOLUTIONS, PROMMIS SOLUTIONS, LLC
and DANIEL D. PHELAN

DEFENDANTS

**JOHNSON & FREEDMAN, LLC'S ANSWER AND AFFIRMATIVE DEFENSES TO
THIRD AMENDED COMPLAINT [DKT. #75]**

Johnson & Freedman, LLC ("J&F") hereby files its Answer and Affirmative Defenses in Response to the Third Amended Complaint ("Complaint") [Dkt. #75] filed by Jonathan R. Thorne and Darlene S. Thorne (collectively, "Debtors") and Locke D. Barkley, Chapter 13 Trustee for the Northern District of Mississippi ("Trustee") and any class which may ultimately be certified by this Court (collectively, "Plaintiffs") in the above-referenced adversary proceeding. In support thereof, J&F states the following:

ANSWER

J&F hereby answers the Complaint as follows:

AFFIRMATIVE DEFENSES

First Defense

The Complaint fails to state a claim against J&F upon which relief may be granted to Plaintiffs and should be dismissed pursuant to Fed. R. Bankr. Proc. 7012 and Fed. R. Civ. Proc. 12(b)(6).

Second Defense

The alleged claims raised in the Complaint are barred as against J&F by the equitable doctrines of estoppel, including but not limited to promissory estoppel, equitable estoppel, judicial estoppel and estoppel by pleading.

Third Defense

The alleged claims raised in the Complaint are barred as against J&F by the doctrine of unclean hands and related equitable principles.

Fourth Defense

The alleged claims raised in the Complaint as against J&F are the result, in whole or in part, of the Plaintiffs' own actions and/or inaction or those of third parties.

Fifth Defense

Each and every cause of action alleged in the Complaint as against J&F is barred because the Plaintiffs have engaged in acts and/or a course of conduct which render them *In Pari Delicto* and/or contributorily negligent. The alleged conduct of J&F was not the cause in fact or the proximate cause of any losses alleged by the Plaintiffs. The Plaintiffs' alleged damages, if any, were wholly or partly contributed to and proximately caused by the Plaintiffs' own conduct or lack thereof and/or activities or that of others.

Sixth Defense

The alleged claims raised in the Complaint are barred as against J&F by the doctrine of waiver.

Seventh Defense

The Plaintiffs' conduct constitutes a ratification and, therefore, bars any relief in favor of the Plaintiffs as against J&F.

Eighth Defense

To the extent that the Plaintiffs' claim that J&F has not complied with all applicable laws, J&F has either complied, was not required to comply or has been prevented from compliance by the actions of the Plaintiffs or others.

Ninth Defense

The alleged claims raised in the Complaint are barred as against J&F by the doctrine of laches.

Tenth Defense

The Complaint fails to join parties required for just adjudication as required by Fed. R. Civ. Proc. 19 and Fed. R. Bankr. Proc. 7019.

Eleventh Defense

The Plaintiffs purported claims against J&F are barred in whole or in part by Plaintiffs' failure to mitigate their alleged damages.

Twelfth Defense

J&F hereby asserts all other applicable equitable defenses including, but not limited to, illegality, fraud, payment, statute of frauds, constructive trust, equitable lien, and/or failure of consideration.

Thirteenth Defense

Plaintiffs' purported claims against J&F are barred in whole or in part by the doctrines of avoidable consequences, release, compromise and settlement, novation, rescission, accord and satisfaction and/or election of remedies.

Fourteenth Defense

Plaintiffs' purported claims against J&F are barred in whole or in part by any applicable statutes of limitation.

Fifteenth Defense

Plaintiffs' purported claims against J&F are barred in whole or in part for failure to allege them with sufficient particularity.

Sixteenth Defense

Plaintiffs' purported claims against J&F are barred in whole or in part as a result of Plaintiff's breach of contract, failure to perform, misconduct and/or unreasonableness.

Seventeenth Defense

Plaintiffs' purported claims against J&F are barred in whole or in part as a result of any voluntary payments of the amounts at issue.

Eighteenth Defense

Plaintiffs' purported claims against J&F are barred in whole or in part by the doctrines of res judicata and/or collateral estoppel.

Nineteenth Defense

Plaintiffs' purported claims against J&F are barred in whole or in part because Plaintiffs have suffered no actual or statutory damages and/or by the economic loss doctrine.

Twentieth Defense

J&F is not liable to Plaintiffs under any contractual or quasi-contractual legal theories. J&F did not breach any legal, contractual, common law or statutory duty allegedly owed to Plaintiffs.

Twenty-first Defense

The Plaintiffs' claims in the Complaint fail to satisfy the requirements for class certification under Fed. R. Bankr. Proc. 7023 and Fed. R. Civ. Proc. 23.

Twenty-second Defense

Plaintiffs' purported claims against J&F are barred in whole or in part by the doctrine of unjust enrichment.

Twenty-third Defense

Plaintiffs' purported claims against J&F are barred in whole or in part by the doctrines of setoff and/or recoupment.

Twenty-fourth Defense

J&F claims the benefits and limitations including, but not limited to, preemption of the claims asserted by Plaintiffs contained in any and all applicable Federal statutes, other rules or regulations and any and all case law construing such statutes, rules or regulations which may be applicable to the claims, causes of action or defenses in this case.

Twenty-fifth Defense

The Plaintiffs lack standing to prosecute some or all of the claims asserted in the Complaint.

Twenty-sixth Defense

J&F at all times acted in good faith to comply with all applicable laws and contractual agreements and acted with reasonable grounds to believe that its actions did not violate the statutes and/or laws cited in the Complaint, and J&F asserts a lack of willfulness or intent to violate any statutes, rules, regulations or laws as a defense to any claim by Plaintiffs for actual and/or punitive damages.

Twenty-seventh Defense

Plaintiffs' claim for damages and other relief, including their alleged claim for punitive damages, is unconstitutional for reasons including that the imposition of such damages or other relief would deprive J&F of its property without due process of law, deny J&F equal protection of the laws, constitute an excessive fine and/or be an imposition of an ex post facto law or would otherwise be violative of J&F's rights. J&F specifically invokes the provisions of Miss. Code Ann. §11-1-65 and/or any other applicable laws regarding the issues of alleged punitive damages and requests bifurcation of the issues of liability and compensatory damages from the issue of punitive damages.

Twenty-eighth Defense

J&F reserves the right to raise such additional affirmative defenses as may be established during discovery and by the evidence in this case.

Twenty-ninth Defense

To the extent Plaintiffs purport to summarize, characterize and/or explain documents, including exhibits to the Complaint, J&F asserts the parol evidence rule bars such summary, characterization and/or explanations.

Thirtieth Defense

Without waiving the foregoing defenses, J&F hereby answers the Complaint, paragraph by paragraph, as follows:

I. JURISDICTION AND VENUE

1. Due to the lack of specificity in the Complaint, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the Complaint.

2. J&F denies the allegations of paragraph 2 of the Complaint.

3. Due to the lack of specificity in the Complaint, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3 of the Complaint.

II. PARTIES

4. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4 of the Complaint regarding the Debtors' current residency. J&F admits that the Debtors are debtors in Case No. 09-11763-DWH filed in this Court.

5. J&F admits the Plaintiffs assert the allegations of paragraph 5 of the Complaint but, J&F specifically denies that a class has been or can be certified and further denies that Plaintiffs are entitled to any relief against J&F whatsoever.

6. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6 of the Complaint.

7. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 7 of the Complaint.

8. J&F admits the allegations contained in the first, second and third sentences of paragraph 8 of the Complaint. J&F denies the allegations contained in the fourth sentence of paragraph 8 of the Complaint. J&F admits the allegations contained in the fifth and sixth sentences of paragraph 8.

9. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9 of the Complaint.

10. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10 of the Complaint.

11. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11 of the Complaint.

12. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12 of the Complaint.

III. NATURE OF THE CASE

13. In response to paragraph 13 of the Complaint J&F admits that the Plaintiffs filed a complaint asserting a purported class action, but specifically denies that a class has been or can be certified, denies the remaining allegations of paragraph 13 of the Complaint and further denies that Plaintiffs are entitled to any relief against J&F whatsoever.

14. In response to paragraph 14 of the Complaint, J&F admits that the Plaintiffs have made certain allegations against the Defendants as stated in paragraph

14 of the Complaint, but specifically denies that any such allegations have merit, denies the remaining allegations of paragraph 14 of the Complaint and further denies that Plaintiffs are entitled to any relief against J&F whatsoever.

15. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 15 of the Complaint, but specifically denies that a class has been or can be certified as requested.

16. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16 of the Complaint, but specifically denies that a class has been or can be certified as requested.

17. In response to paragraph 17 of the Complaint, J&F admits that the Plaintiffs filed a Complaint asserting a purported class action but specifically denies that a class has been or can be certified as requested, denies the remaining allegations of paragraph 17 of the Complaint, and further denies that Plaintiffs are entitled to any relief against J&F whatsoever.

18. In response to paragraph 18 of the Complaint, J&F admits that the Plaintiffs filed a Complaint asserting a purported class action but specifically denies the remaining allegations of paragraph 18 of the Complaint, and further denies that Plaintiffs are entitled to any relief against J&F whatsoever.

19. In response to paragraph 19 of the Complaint, J&F admits that the Plaintiffs filed a Complaint asserting a purported class action but specifically denies the remaining allegations of paragraph 19 of the Complaint, and further denies that Plaintiffs are entitled to any relief against J&F whatsoever.

20. In response to paragraph 20 of the Complaint, J&F admits that the Complaint names J&F as one of the Defendants in this action, but specifically denies that the Plaintiffs are entitled to any relief against J&F whatsoever.

IV. FACTUAL ALLEGATIONS OF WRONGFUL CONDUCT BY THE DEFENDANTS

a. EXPLANATION OF THE ROLE PLAYED BY LPS AND LPS DEFAULT

21. Paragraph 21 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 21 of the Complaint.

22. Paragraph 22 of the Complaint and Exhibit "1" attached thereto are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 22 of the Complaint or the contents of the referenced Exhibit. J&F affirmatively states that the referenced Exhibit speaks for itself.

23. J&F admits the allegations of paragraph 23 of the Complaint.

24. J&F admits the allegations of the first sentence of paragraph 24 of the Complaint. The remaining allegations of paragraph 24 of the Complaint are not directed to J&F. To the extent a response to said remaining allegations is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 24 of the Complaint.

25. Paragraph 25 of the Complaint and the Exhibit referenced therein are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 25 of the Complaint or the contents of the referenced Exhibit. J&F affirmatively states that the referenced Exhibit speaks for itself.

26. Paragraph 26 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 26 of the Complaint.

27. Paragraph 27 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 27 of the Complaint.

28. Paragraph 28 of the Complaint and the Exhibit referenced therein are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 28 of the Complaint or the contents of the referenced Exhibit. J&F affirmatively states that the referenced Exhibit speaks for itself.

29. J&F admits the allegations of paragraph 29 of the Complaint.

30. J&F admits the allegations of paragraph 30 of the Complaint as a general statement.

31. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 31 of the Complaint.

32. Paragraph 32 of the Complaint and the Exhibits referenced therein are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 32 of the Complaint or the contents of the referenced Exhibits. J&F affirmatively states that the referenced Exhibits speak for themselves.

33. Paragraph 33 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 33 of the Complaint.

34. Paragraph 34 of the Complaint and the Exhibit referenced therein are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 34 of the Complaint or the contents of the referenced Exhibit. J&F affirmatively states that the referenced Exhibit speaks for itself.

35. Paragraph 35 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 35 of the Complaint.

36. Paragraph 36 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 36 of the Complaint.

b. SO LPS SAYS TO A LAW FIRM "HELLO FAUST, MY NAME IS MEPHISTOPHELES"

37. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 37 of the Complaint.

38. Paragraph 38 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 38 of the Complaint.

39. Paragraph 39 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 39 of the Complaint.

40. Paragraph 40 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 40 of the Complaint.

41. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 41 of the Complaint.

42. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 42 of the Complaint.

43. Paragraph 43 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 43 of the Complaint.

44. Paragraph 44 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 44 of the Complaint.

45. Paragraph 45 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 45 of the Complaint.

46. Paragraph 46 of the Complaint and the Exhibit referenced therein are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 46 of the Complaint or the contents of the referenced Exhibit. J&F affirmatively states that the referenced Exhibit speaks for itself.

47. Paragraph 47 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 47 of the Complaint.

48. Paragraph 48 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 48 of the Complaint.

49. Paragraph 49 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 49 of the Complaint.

50. Paragraph 50 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 50 of the Complaint.

51. Paragraph 51 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 51 of the Complaint.

52. Paragraph 52 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 52 of the Complaint. J&F affirmatively asserts that the referenced documents speak for themselves.

53. Paragraph 53 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 53 of the Complaint. J&F affirmatively asserts that the referenced documents speak for themselves.

54. Paragraph 54 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 54 of the Complaint.

55. Paragraph 55 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 55 of the Complaint.

56. Paragraph 56 and all subparagraphs thereof of the Complaint are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 56 of the Complaint. J&F affirmatively asserts that the referenced documents speak for themselves.

57. Paragraph 57 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 57 of the Complaint.

58. In response to paragraph 58 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 58 of the Complaint. J&F specifically states that the terms of its contracts with LPS Default are expressly stated within said contracts.

59. In response to paragraph 59 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 59 of the Complaint, J&F specifically states that the terms of its contracts with LPS Default are expressly stated within said contracts.

60. Paragraph 60 of the Complaint is an incomplete sentence and, therefore, a response cannot be formulated to same. To the extent a response to paragraph 60 of the Complaint is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 60 of the Complaint and the Exhibit referenced therein.

61. In response to paragraph 61 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 61 of the Complaint. J&F specifically states that the terms of its' contracts with LPS Default are expressly stated within said contracts.

62. In response to paragraph 62 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 62 of the Complaint. J&F specifically states that the terms of its' contracts with LPS Default are expressly stated within said contracts.

63. Paragraph 63 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 63 of the Complaint.

64. Paragraph 64 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 64 of the Complaint. J&F specifically denies all allegations of paragraph 64 of the Complaint to the extent directed to J&F.

65. Paragraph 65 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 65 of the Complaint. J&F specifically denies all allegations of paragraph 65 of the Complaint to the extent directed to J&F.

66. Paragraph 66 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 66 of the Complaint.

67. Paragraph 67 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 67 of the Complaint.

68. Paragraph 68 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 68 of the Complaint.

69. Paragraph 69 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 69 of the Complaint.

70. J&F denies the allegations of paragraph 70 of the Complaint.

71. Paragraph 71 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 71 of the Complaint.

72. To the extent paragraph 72 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 72 of the Complaint. J&F specifically denies all allegations of paragraph 72 of the Complaint to the extent directed to J&F.

73. To the extent paragraph 73 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 73 of the Complaint. J&F specifically denies the allegations of paragraph 73 of the Complaint to the extent directed to J&F.

74. In response to paragraph 74 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 74 of the Complaint. J&F

specifically states that the terms of its' contracts with LPS Default are expressly stated within said contracts. J&F specifically denies the allegations, characterizations and implications of paragraph 74 of the Complaint to the extent directed to J&F.

75. Paragraph 75 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 75 of the Complaint.

76. In response to paragraph 76 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 76 of the Complaint. J&F specifically states that the terms of its' contracts with LPS Default are expressly stated within said contracts. J&F specifically denies the allegations, characterizations and implications of paragraph 76 of the Complaint to the extent directed to J&F.

77. To the extent paragraph 77 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 77 of the Complaint. J&F specifically denies all remaining allegations of paragraph 77 of the Complaint to the extent directed to J&F.

78. In response to paragraph 78 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 78 of the Complaint. J&F specifically states that the terms of its' contracts with LPS Default are expressly stated therein. J&F specifically denies the allegations, characterizations and implications of paragraph 78 of the Complaint to the extent directed to J&F.

79. In response to paragraph 79 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a

belief as to the truth of the remaining allegations of paragraph 79 of the Complaint. J&F specifically states that the terms of its' contracts with LPS Default are expressly stated therein. J&F specifically denies the allegations, characterizations and implications of paragraph 79 of the Complaint to the extent directed to J&F.

80. In response to paragraph 80 of the Complaint, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 80 of the Complaint. J&F specifically states that the terms of its' contracts with LPS Default are expressly stated therein.

81. Paragraph 81 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 81 of the Complaint.

82. In response to paragraph 82 and all subparts thereof of the Complaint and the Exhibit referenced therein, J&F admits that it has contracts with LPS Default but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 82 of the Complaint and the contents of the referenced Exhibit. J&F specifically states that the terms of its' contracts with LPS Default are expressly stated within said contracts. J&F affirmatively states that the referenced Exhibit speaks for itself.

83. To the extent paragraph 83 of the complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 83 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 83 of the Complaint to the extent directed to J&F.

84. To the extent paragraph 84 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 84 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 84 of the Complaint to the extent directed to J&F.

85. To the extent paragraph 85 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 85 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 85 of the Complaint to the extent directed to J&F.

86. To the extent paragraph 86 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 86 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 86 of the Complaint to the extent directed to J&F.

87. To the extent paragraph 87 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 87 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 87 of the Complaint to the extent directed to J&F.

88. J&F admits the allegations of paragraph 88 of the Complaint.

89. Due to the lack of specificity of paragraph 89 of the Complaint, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 89 of the Complaint.

90. In response to paragraph 90 of the Complaint, J&F admits that it filed a motion for relief from stay and that \$600.00 was the amount of fees and costs requested, but denies all remaining allegations of paragraph 90 of the Complaint. J&F affirmatively states that the referenced document speaks for itself.

91. J&F denies the allegations of paragraph 91 of the Complaint.

92. To the extent paragraph 92 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 92 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 92 of the Complaint to the extent directed to J&F.

93. To the extent paragraph 93 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 93 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 93 of the Complaint to the extent directed to J&F.

94. To the extent paragraph 94 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 94 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 94 of the Complaint to the extent directed to J&F.

95. To the extent paragraph 95 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 95 of the Complaint. J&F specifically denies all allegations,

characterizations and implications of paragraph 95 of the Complaint to the extent directed to J&F.

96. To the extent paragraph 96 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 96 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 96 of the Complaint to the extent directed to J&F.

97. To the extent paragraph 97 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 97 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 97 of the Complaint to the extent directed to J&F.

**c. PROMMIS HOLDING, PROMMIS LLC, AND GREAT HILL PARTNERS
ILLEGALLY SPLIT LEGAL FEES AND PRACTICE LAW IN AN ARRANGMENT
GREATLY FACILITATED BY DAN PHELAN**

98. Paragraph 98 of the Complaint and the Exhibit referenced therein are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 98 of the Complaint and the contents of the referenced Exhibit. J&F affirmatively states that the referenced Exhibit speaks for itself.

99. Paragraph 99 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 99 of the Complaint.

100. Paragraph 100 of the Complaint and the Exhibit referenced therein are not directed to J&F. To the extent a response is required, J&F is without knowledge or

information sufficient to form a belief as to the truth of the allegations of paragraph 100 of the Complaint and the contents of the referenced Exhibit. J&F specifically denies all allegations, characterizations and implications of paragraph 100 of the Complaint to the extent directed to J&F. J&F affirmatively states that the referenced Exhibit speaks for itself.

101. Paragraph 101 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 101 of the Complaint.

102. Paragraph 102 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 102 of the Complaint.

103. Paragraph 103 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 103 of the Complaint.

104. Paragraph 104 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 104 of the Complaint.

105. Paragraph 105 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 105 of the Complaint.

106. Paragraph 106 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 106 of the Complaint.

107. Paragraph 107 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 107 of the Complaint.

108. In response to paragraph 108 of the Complaint, J&F admits that it has contracts with Prommis Solutions but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 108 of the Complaint. J&F specifically states that the terms of its' contracts with Prommis Solutions are expressly stated therein.

109. To the extent paragraph 109 of the Complaint is not directed to J&F. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 109 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 109 of the Complaint to the extent directed to J&F.

110. To the extent paragraph 110 of the Complaint and the Exhibit referenced therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 110 of the Complaint and the contents of the referenced Exhibit. J&F specifically denies all allegations, characterizations and implications of paragraph 110 of the Complaint to the extent directed to J&F. J&F affirmatively states that the referenced Exhibit speaks for itself.

111. Paragraph 111 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 111 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 111 of the Complaint to the extent directed to J&F.

112. To the extent paragraph 112 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 112 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 112 of the Complaint to the extent directed to J&F.

113. Paragraph 113 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 113 of the Complaint.

114. Paragraph 114 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 114 of the Complaint.

115. Paragraph 115 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 115 of the Complaint.

116. Paragraph 116 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 116 of the Complaint.

117. Paragraph 117 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 117 of the Complaint.

118. To the extent paragraph 118 of the Complaint and the Exhibits referenced therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 118 of the Complaint and the contents of the referenced Exhibits. J&F specifically denies all allegations,

characterizations and implications of paragraph 118 of the Complaint and the referenced Exhibits to the extent directed to J&F. J&F affirmatively states that the referenced Exhibits speak for themselves.

119. To the extent paragraph 119 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 119 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 119 of the Complaint to the extent directed to J&F.

120. Paragraph 120 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 120 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 120 of the Complaint to the extent directed to J&F.

121. Paragraph 121 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 121 of the Complaint.

122. J&F denies the allegations of paragraph 122 of the Complaint.

123. Paragraph 123 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 123 of the Complaint.

124. Paragraph 124 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 124 of the Complaint.

125. Paragraph 125 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 125 of the Complaint.

126. Paragraph 126 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 126 of the Complaint.

127. To the extent paragraph 127 of the Complaint and all subparts thereof are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 127 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 127 of the Complaint and all subparts thereof, to the extent directed to J&F.

128. To the extent paragraph 128 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 128 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 128 of the Complaint to the extent directed to J&F.

129. To the extent paragraph 129 of the Complaint and all subparts thereof, are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 129 of the Complaint. J&F admits that it has contracts with LPS Default, but states that the terms of its contracts with LPS Default are expressly stated within said contracts, and denies all remaining allegations, characterizations and implications of paragraph 129 of the Complaint and all subparts thereof to the extent directed to J&F.

130. To the extent paragraph 130 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 130 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 130 of the Complaint to the extent directed to J&F.

131. To the extent paragraph 131 of the Complaint and the Exhibit referenced therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 131 of the Complaint and the contents of the referenced Exhibit. J&F specifically denies all allegations, characterizations and implications of paragraph 131 of the Complaint to the extent directed to J&F. J&F affirmatively states that the referenced Exhibit speaks for itself.

132. Paragraph 132 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 132 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 132 of the Complaint to the extent directed to J&F.

133. J&F denies the allegations of paragraph 133 of the Complaint.

134. To the extent paragraph 134 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 134 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 134 of the Complaint to the extent directed to J&F.

135. To the extent paragraph 135 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the

allegations of paragraph 135 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 135 of the Complaint to the extent directed to J&F.

136. J&F denies the allegations, characterizations and implications of paragraph 136 of the Complaint.

137. Paragraph 137 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 137 of the Complaint.

138. J&F denies the allegations of paragraph 138 of the Complaint.

139. Paragraph 139 of the Complaint is not directed to J&F. To the extent a response is required, J&F denies the allegations, characterizations and implications of paragraph 139 of the Complaint.

140. Paragraph 140 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 140 of the Complaint.

141. To the extent paragraph 141 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 141 of the Complaint. J&F specifically denies all allegations of paragraph 141 of the Complaint to the extent directed to J&F.

142. To the extent paragraph 142 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 142 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 142 of the Complaint to the extent directed to J&F.

143. To the extent paragraph 143 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 143 of the Complaint. J&F admits that portion of paragraph 143 of the Complaint which states that "only one of the defendants in this action is a law firm", but specifically denies all remaining allegations, characterizations and implications of paragraph 143 of the Complaint to the extent directed to J&F.

144. J&F denies the allegations of paragraph 144 of the Complaint to the extent directed to J&F.

145. Paragraph 145 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 145 of the Complaint.

146. Paragraph 146 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 146 of the Complaint.

147. To the extent paragraph 147 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 147 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 147 of the Complaint to the extent directed to J&F.

148. Paragraph 148 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 148 of the Complaint. J&F specifically states that the terms of its contracts with Prommis Solutions are expressly stated therein.

149. Paragraph 149 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 149 of the Complaint.

150. To the extent paragraph 150 of the Complaint and all subparts thereof are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 150 of the Complaint. J&F denies all allegations of paragraph 150 of the Complaint and all subparts thereof to the extent directed to J&F.

151. Paragraph 151 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 151 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 151 of the Complaint and all subparts thereof to the extent directed to J&F.

152. Paragraph 152 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 152 of the Complaint.

153. Paragraph 153 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 153 of the Complaint.

154. Paragraph 154 of the Complaint and the Exhibit referenced therein are not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 154 of the Complaint and the contents of the referenced Exhibit. J&F affirmatively states that the referenced Exhibit speaks for itself.

155. Paragraph 155 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 155 of the Complaint.

156. Paragraph 156 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 156 of the Complaint.

157. Paragraph 157 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 157 of the Complaint.

158. Paragraph 158 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 158 of the Complaint. J&F affirmatively states that the referenced source speaks for itself.

159. To the extent paragraph 159 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 159 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 159 of the Complaint to the extent directed to J&F.

160. To the extent paragraph 160 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 160 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 160 of the Complaint to the extent directed to J&F.

161. To the extent paragraph 161 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 161 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 161 of the Complaint to the extent directed to J&F.

162. To the extent paragraph 162 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 162 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 162 of the Complaint to the extent directed to J&F.

163. To the extent paragraph 163 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 163 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 163 of the Complaint to the extent directed to J&F.

164. It is unclear whether paragraph 164 of the Complaint is directed to J&F. J&F specifically denies all allegations, characterizations and implications of paragraph 164 of the Complaint to the extent directed to J&F.

165. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 165 of the Complaint. J&F affirmatively states that the referenced SEC filings speak for themselves.

166. To the extent paragraph 166 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 166 of the Complaint. J&F specifically denies all allegations,

characterizations and implications of paragraph 166 of the Complaint to the extent directed to J&F.

167. Paragraph 167 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 167 of the Complaint. J&F affirmatively asserts that the referenced SEC filing speaks for itself.

168. To the extent paragraph 168 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 168 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 168 of the Complaint to the extent directed to J&F.

169. To the extent paragraph 169 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 169 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 169 of the Complaint to the extent directed to J&F.

170. To the extent paragraph 170 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 170 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 170 of the Complaint to the extent directed to J&F.

171. To the extent paragraph 171 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 171 of the Complaint. J&F admits that portion of paragraph

171 of the Complaint which states that J&F represents "to the Court that the fees sought are reasonable and necessary" but specifically denies all remaining allegations, characterizations and implications of paragraph 171 of the Complaint to the extent directed to J&F.

172. To the extent paragraph 172 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 172 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 172 of the Complaint to the extent directed to J&F.

173. To the extent paragraph 173 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 173 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 173 of the Complaint to the extent directed to J&F.

174. To the extent paragraph 174 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 174 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 174 of the Complaint to the extent directed to J&F.

175. To the extent paragraph 175 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 175 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 175 of the Complaint to the extent directed to J&F.

176. Paragraph 176 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 176 of the Complaint.

177. Paragraph 177 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 177 of the Complaint. J&F affirmatively states that the referenced source speaks for itself.

178. To the extent paragraph 178 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 178 of the Complaint. J&F admits having received certain incentive awards from LPS Default in the past but specifically denies all remaining allegations, characterizations and implications of paragraph 178 of the Complaint to the extent directed to J&F, including without limitation all allegations of fee splitting.

179. Paragraph 179 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 179 of the Complaint.

180. Paragraph 180 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 180 of the Complaint.

181. Paragraph 181 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 181 of the Complaint except that J&F admits to the existence in general, but not to the Plaintiffs' description of, a color coding system.

182. Paragraph 182 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 182 of the Complaint except that J&F admits to the existence in general, but not to the Plaintiffs' description of, a color coding system.

183. Paragraph 183 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 183 of the Complaint except that J&F admits to the existence in general, but not to the Plaintiffs' description of, a color coding system.

184. Paragraph 184 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 184 of the Complaint except that J&F admits to the existence in general, but not to the Plaintiffs' description of, a secure e-mail system.

185. Paragraph 185 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 185 of the Complaint.

186. Paragraph 186 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 186 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 186 of the Complaint to the extent directed to J&F.

187. Paragraph 187 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 187 of the Complaint.

188. Paragraph 188 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 188 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 188 of the Complaint to the extent directed to J&F.

189. To the extent paragraph 189 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 189 of the Complaint. J&F denies the allegations, characterizations and implications of paragraph 189 of the Complaint to the extent directed to J&F .

190. Paragraph 190 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 190 of the Complaint.

191. To the extent paragraph 191 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 191 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 191 of the Complaint to the extent directed to J&F.

192. J&F denies the allegations, characterizations and implications of paragraph 192 of the Complaint.

193. To the extent paragraph 193 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 193 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 193 of the Complaint to the extent directed to J&F.

194. To the extent paragraph 194 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 194 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 194 of the Complaint to the extent directed to J&F.

195. To the extent paragraph 195 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 195 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 195 of the Complaint to the extent directed to J&F.

196. Paragraph 196 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 196 of the Complaint. J&F affirmatively asserts that the referenced SEC filings speak for themselves.

197. It is unclear whether paragraph 197 of the Complaint is directed to J&F. To the extent paragraph 197 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 197 of the Complaint. J&F denies the allegations of paragraph 197 of the Complaint to the extent directed to J&F.

198. It is unclear whether paragraph 198 of the Complaint is directed to J&F. To the extent paragraph 198 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 198 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 198 of the Complaint to the extent directed to J&F.

199. Paragraph 199 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 199 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 199 of the Complaint to the extent directed to J&F.

200. J&F specifically denies all allegations, characterizations and implications of paragraph 200 of the Complaint.

201. Paragraph 201 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 201 of the Complaint.

202. To the extent paragraph 202 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 202 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 202 of the Complaint to the extent directed to J&F. J&F affirmatively asserts that the referenced SEC filings speak for themselves.

203. Paragraph 203 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief

as to the truth of the allegations of paragraph 203 of the Complaint. J&F affirmatively asserts that the referenced document speaks for itself.

204. Paragraph 204 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 204 of the Complaint.

205. Paragraph 205 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 205 of the Complaint.

206. Paragraph 206 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 206 of the Complaint.

207. Paragraph 207 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 207 of the Complaint.

208. To the extent paragraph 208 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 208 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 208 of the Complaint to the extent directed to J&F.

209. Paragraph 209 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 209 of the Complaint.

210. Paragraph 210 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 210 of the Complaint.

d. THE PROMMIS TRANSACTION WAS STRUCTURED SO THAT GREAT HILL COULD DOMINATE PROMMIS AND REAP A WINDFALL FROM THE ILLEGAL OPERATIONS

211. Paragraph 211 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 211 of the Complaint. J&F affirmatively asserts that the referenced SEC filings speak for themselves.

212. Paragraph 212 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 212 of the Complaint and all subparts thereof, including but not limited to subparts (a) through (f) thereof. J&F asserts that the referenced SEC filings speak for themselves.

213. Paragraph 213 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 213 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 213 of the Complaint to the extent directed to J&F, including any which allege involvement by J&F in corrupt practices.

214. To the extent paragraph 214 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 214 of the Complaint. J&F specifically denies all allegations,

characterizations and implications of paragraph 214 of the Complaint to the extent directed to J&F.

215. Paragraph 215 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 215 of the Complaint.

216. To the extent paragraph 216 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 216 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 216 of the Complaint and all subparts thereof to the extent directed to J&F.

217. Paragraph 217 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 217 of the Complaint.

218. To the extent paragraph 218 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 218 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 218 of the Complaint to the extent directed to J&F.

219. To the extent paragraph 219 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 219 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 219 of the Complaint to the extent directed to J&F.

220. To the extent paragraph 220 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 220 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 220 of the Complaint to the extent directed to J&F, including any allegations that J&F has operated illegally.

221. Paragraph 221 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 221 of the Complaint.

222. Paragraph 222 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 222 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 222 of the Complaint to the extent directed to J&F, including any allegations that J&F has operated illegally.

223. To the extent paragraph 223 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 223 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 223 of the Complaint to the extent directed to J&F, including any allegations that J&F has operated illegally.

d. [sic] THE ROLE OF THE LAWYERS IN THIS MORASS

224. To the extent paragraph 224 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 224 of the Complaint. J&F specifically denies all allegations,

characterizations and implications of paragraph 224 of the Complaint to the extent directed to J&F.

225. To the extent paragraph 225 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 225 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 225 of the Complaint to the extent directed to J&F.

226. To the extent paragraph 226 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 226 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 226 of the Complaint to the extent directed to J&F.

227. To the extent paragraph 227 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 227 of the Complaint. J&F admits that the Court and the applicable State Bar Association may determine sanctions for professional conduct violations, admits that the Plaintiffs have no standing to sanction attorneys, but J&F denies all remaining allegations, characterizations and implications of paragraph 227 of the Complaint to the extent directed to J&F and further denies that Plaintiffs are entitled to any relief whatsoever against J&F.

228. To the extent paragraph 228 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 228 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 228 of the Complaint to the extent

directed to J&F, including any allegations that J&F has operated illegally and/or immorally.

229. To the extent paragraph 229 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 229 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 229 of the Complaint to the extent directed to J&F, including any allegations that J&F has operated illegally and/or immorally.

230. To the extent paragraph 230 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 230 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 230 of the Complaint to the extent directed to J&F, including any allegations that J&F has operated illegally and/or immorally.

231. To the extent paragraph 231 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 231 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 231 of the Complaint to the extent directed to J&F.

232. To the extent paragraph 232 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 232 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining

allegations, characterizations and implications of paragraph 232 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

233. To the extent paragraph 233 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 233 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 233 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

234. To the extent paragraph 234 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 234 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 234 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

235. Paragraph 235 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 235 of the Complaint.

236. To the extent paragraph 236 of the Complaint and the referenced Exhibits therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 236 of the Complaint and the contents of the referenced Exhibits. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 236 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibits and said Exhibits speaks for themselves.

237. To the extent paragraph 237 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 237 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 237 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

238. To the extent paragraph 238 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 238 of the Complaint and the

contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 238 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

239. To the extent paragraph 239 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 239 of the Complaint. J&F denies the allegations, characterizations and implications of paragraph 239 of the Complaint to the extent directed to J&F.

240. To the extent paragraph 240 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 240 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 240 of the Complaint to the extent directed to J&F as paragraph 240 of the Complaint is too vague to respond specifically. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

241. To the extent paragraph 241 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 241 of the Complaint and the

contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 241 of the Complaint to the extent directed to J&F as paragraph 241 of the Complaint is too vague to respond specifically. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

242. To the extent paragraph 242 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 242 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 242 of the Complaint to the extent directed to J&F.

243. To the extent paragraph 243 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 243 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 243 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

244. Paragraph 244 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 244 of the Complaint.

245. To the extent paragraph 245 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 245 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 245 of the Complaint to the extent directed to J&F as paragraph 245 of the Complaint is too vague to respond specifically. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

246. To the extent paragraph 246 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 246 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 246 of the Complaint to the extent directed to J&F as paragraph 246 of the Complaint is too vague to respond specifically. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

247. To the extent paragraph 247 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 247 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default

the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 247 of the Complaint to the extent directed to J&F as paragraph 247 of the Complaint is too vague to respond specifically. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

248. To the extent paragraph 248 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 248 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 248 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

249. To the extent paragraph 249 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 249 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 249 of the Complaint to the extent directed to J&F.

250. To the extent paragraph 250 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 250 of the Complaint. J&F specifically denies all allegations,

characterizations and implications of paragraph 250 of the Complaint to the extent directed to J&F.

251. To the extent paragraph 251 of the Complaint and all of the subparts thereof are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 251 of the Complaint and all of the subparts thereof. J&F specifically denies all allegations, characterizations and implications of paragraph 251 of the Complaint and all subparts thereof to the extent directed to J&F.

252. To the extent paragraph 252 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 252 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 252 of the Complaint to the extent directed to J&F.

253. To the extent paragraph 253 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 253 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 253 of the Complaint to the extent directed to J&F.

254. To the extent paragraph 254 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 254 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 254 of the Complaint to the extent directed to J&F.

255. To the extent paragraph 255 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 255 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 255 of the Complaint to the extent directed to J&F.

256. To the extent paragraph 256 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 256 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 256 of the Complaint to the extent directed to J&F.

257. To the extent paragraph 257 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 257 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 257 of the Complaint to the extent directed to J&F.

258. To the extent paragraph 258 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 258 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 258 of the Complaint to the extent directed to J&F.

259. To the extent paragraph 259 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 259 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default

the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 259 of the Complaint to the extent directed to J&F as paragraph 259 of the Complaint is too vague to respond specifically. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

260. To the extent paragraph 260 of the Complaint and the referenced Exhibits therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 260 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 260 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

261. To the extent paragraph 261 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 261 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 261 of the Complaint to the extent directed to J&F as paragraph 261 of the Complaint is too vague to respond specifically. As to the "exemplar network agreement" referenced therein and attached

to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

262. To the extent paragraph 262 of the Complaint and the referenced Exhibit therein are not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 262 of the Complaint and the contents of the referenced Exhibit. J&F admits that it has contracts with LPS Default and Prommis Solutions the terms of which contracts are expressly stated therein, denies all remaining allegations, characterizations and implications of paragraph 262 of the Complaint to the extent directed to J&F. As to the "exemplar network agreement" referenced therein and attached to the Complaint, J&F asserts that J&F is not a party to the referenced Exhibit and said Exhibit speaks for itself.

263. J&F denies the allegations, characterizations and implications of paragraph 263 of the Complaint.

264. In response to paragraph 264 of the Complaint, J&F admits that it sold certain non-legal assets but, J&F specifically denies all remaining allegations, characterizations and implications of paragraph 264 of the Complaint. The terms of the contracts between J&F and Prommis Holdings are expressly contained therein.

265. In response to paragraph 265 of the Complaint, J&F admits that it sold certain non-legal assets but, J&F specifically denies all remaining allegations, characterizations and implications of paragraph 265 of the Complaint. The terms of the contracts between J&F and Prommis Holdings are expressly contained therein.

266. J&F denies the allegations, characterizations and implications of paragraph 266 of the Complaint.

267. In response to paragraph 267 of the Complaint, J&F admits that there "has been no sanction" but specifically denies all remaining allegations, characterizations and implications of paragraph 267 of the Complaint.

268. In response to paragraph 268 of the Complaint, J&F admits that it sold certain non-legal assets but, J&F specifically denies all remaining allegations, characterizations and implications of paragraph 268 of the Complaint. The terms of the contracts between J&F and Prommis Holdings are expressly contained therein.

269. In response to paragraph 269 of the Complaint, J&F admits that it sold certain non-legal assets but, J&F specifically denies all remaining allegations, characterizations and implications of paragraph 269 of the Complaint. The terms of the contracts between J&F and Prommis Holdings are expressly contained therein.

270. In response to paragraph 270 of the Complaint, J&F admits that it sold certain non-legal assets but, J&F specifically denies all remaining allegations, characterizations and implications of paragraph 270 of the Complaint. The terms of the contracts between J&F and Prommis Holdings are expressly contained therein.

271. In response to paragraph 271 of the Complaint, J&F admits that it sold certain non-legal assets but, J&F specifically denies all remaining allegations, characterizations and implications of paragraph 271 of the Complaint. The terms of the contracts between J&F and Prommis Holdings are expressly contained therein.

272. J&F denies the allegations, characterizations and implications of paragraph 272 of the Complaint.

273. J&F denies the allegations, characterizations and implications of paragraph 273 of the Complaint.

274. J&F denies the allegations, characterizations and implications of paragraph 274 of the Complaint.

275. J&F denies the allegations, characterizations and implications of paragraph 275 of the Complaint.

276. J&F denies the allegations, characterizations and implications of paragraph 276 of the Complaint.

IV. [sic] CLASS ACTION ALLEGATIONS

277. J&F admits that Plaintiffs assert the allegations stated in paragraph 277 of the Complaint, but specifically denies that Plaintiffs are entitled to class certification as requested.

278. J&F denies the allegations of paragraph 278 of the Complaint.

279. J&F denies the allegations of paragraph 279 of the Complaint.

280. J&F denies the allegations of paragraph 280 of the Complaint.

281. J&F denies the allegations of paragraph 281 of the Complaint.

282. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 282 of the Complaint but specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

283. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 283 of the Complaint but specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

284. J&F denies the allegations of paragraph 284 of the Complaint and specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

285. J&F denies the allegations of paragraph 285 of the Complaint and specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

286. J&F denies the allegations of paragraph 286 of the Complaint and all subparts thereof, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

287. J&F denies the allegations of paragraph 287 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

288. J&F denies the allegations of paragraph 288 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

289. J&F denies the allegations of paragraph 289 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

290. J&F denies the allegations of paragraph 290 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

291. J&F denies the allegations of paragraph 291 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

292. J&F denies the allegations of paragraph 292 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

293. J&F denies the allegations of paragraph 293 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

294. J&F denies the allegations of paragraph 294 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

295. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 295 of the Complaint but specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

296. J&F denies the allegations of paragraph 296 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

297. J&F denies the allegations of paragraph 297 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

298. J&F denies the allegations, characterizations and implications of paragraph 298 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

299. J&F denies the allegations of paragraph 299 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

300. J&F denies the allegations, characterizations and implications of paragraph 300 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

301. J&F denies the allegations, characterizations and implications of paragraph 301 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

302. J&F denies the allegations of paragraph 302 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

303. J&F denies the allegations, characterizations and implications of paragraph 303 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

V. [sic] CAUSES OF ACTION ASSERTED

FIRST CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

ABUSE OF THE BANKRUPTCY PROCESS

304. J&F incorporates herein its answers and all defenses to paragraphs 1 – 303 of the Complaint.

305. J&F denies the allegations of paragraph 305 of the Complaint to the extent directed to J&F.

306. In response to paragraph 306 of the Complaint, J&F admits that Plaintiffs request relief including under Section 105 of the Bankruptcy Code but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 306 of the Complaint and denies that Plaintiffs are entitled to any relief against J&F whatsoever.

SECOND CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

FRAUD ON THE COURT

307. J&F incorporates herein its answers and all defenses to paragraphs 1 – 306 of the Complaint.

308. J&F denies the allegations of paragraph 308 of the Complaint to the extent directed to J&F.

309. In response to paragraph 309 of the Complaint, J&F admits that Plaintiffs request relief including under Section 105 of the Bankruptcy Code but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 309 of the Complaint and denies that Plaintiffs are entitled to any relief against J&F whatsoever.

THIRD CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

DECLARATORY AND INJUNCTIVE RELIEF

310. J&F incorporates herein its answers and all defenses to paragraphs 1 – 309 of the Complaint.

311. J&F denies the allegations of paragraph 311 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

312. J&F denies the allegations of paragraph 312 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

313. J&F denies the allegations of paragraph 313 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

314. J&F denies the allegations of paragraph 314 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

315. J&F denies the allegations of paragraph 315 of the Complaint, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

316. In response to paragraph 316 of the Complaint, J&F admits that Plaintiffs request relief including under Section 105 of the Bankruptcy Code but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 316 of the Complaint and denies that Plaintiffs are entitled to any relief against J&F whatsoever.

FOURTH CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

VIOLATION OF THE AUTOMATIC STAY

317. J&F incorporates herein its answers and all defenses to paragraphs 1 – 316 of the Complaint.

318. J&F admits the portion of paragraph 318 of the Complaint relating to the Debtors' petition but is without knowledge or information sufficient to form a belief as to

any unnamed Plaintiff. J&F denies all remaining allegations of paragraph 318 of the Complaint to the extent directed to J&F.

319. J&F denies the allegations, characterizations and implications of paragraph 319 of the Complaint to the extent directed to J&F.

320. J&F denies the allegations, characterizations and implications of paragraph 320 of the Complaint to the extent directed to J&F, specifically denies that a class has been established and denies that Plaintiffs are entitled to class certification as requested.

321. J&F denies the allegations, characterizations and implications of paragraph 321 of the Complaint to the extent directed to J&F.

322. J&F denies the allegations of paragraph 322 of the Complaint to the extent directed to J&F.

323. J&F denies the allegations, characterizations and implications of paragraph 323 of the Complaint to the extent directed to J&F.

324. In response to paragraph 324 of the Complaint, J&F admits that Plaintiffs allege damage and request relief but denies that any relief is available under the circumstances, denies all remaining allegations of paragraph 324 of the Complaint, specifically denies that a class has been established, denies that Plaintiffs are entitled to class certification as requested and further denies that Plaintiffs are entitled to any relief against J&F whatsoever.

FIFTH CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

CONTEMPT OF THE BANKRUPTCY CODE

325. J&F incorporates herein its answers and all defenses to paragraphs 1 – 324 of the Complaint.

326. In response to paragraph 326 of the Complaint, J&F admits that Plaintiffs request relief including under Section 105 of the Bankruptcy Code but denies that said relief is available under the circumstances, specifically denies that a class has been established, denies that Plaintiffs are entitled to class certification as requested and further denies all remaining allegations of paragraph 326 of the Complaint.

327. J&F denies the allegations of paragraph 327 of the Complaint to the extent directed to J&F.

328. J&F denies the allegations of paragraph 328 of the Complaint to the extent directed to J&F.

329. J&F denies the allegations, characterizations and implications of paragraph 329 of the Complaint and all subparts thereof to the extent directed to J&F.

330. J&F denies the allegations, characterizations and implications of paragraph 330 of the Complaint to the extent directed to J&F.

331. J&F denies the allegations, characterizations and implications of paragraph 331 of the Complaint to the extent directed to J&F.

332. J&F denies the allegations, characterizations and implications of paragraph 332 of the Complaint to the extent directed to J&F.

333. J&F denies the allegations, characterizations and implications of paragraph 333 of the Complaint to the extent directed to J&F.

334. J&F denies the allegations, characterizations and implications of paragraph 334 of the Complaint to the extent directed to J&F.

335. J&F denies the allegations, characterizations and implications of paragraph 335 of the Complaint to the extent directed to J&F, specifically denies that a

class has been established, and denies that Plaintiffs are entitled to class certification as requested.

336. J&F denies the allegations, characterizations and implications of paragraph 336 of the Complaint to the extent directed to J&F, specifically denies that a class has been established, and denies that Plaintiffs are entitled to class certification as requested.

337. In response to paragraph 337 of the Complaint, J&F denies the allegations of paragraph 337 of the Complaint, specifically denies that a class has been established, denies that Plaintiffs are entitled to class certification as requested and further denies that Plaintiffs are entitled to any relief against J&F whatsoever. J&F affirmatively states that Plaintiffs have failed to allege recovery of attorney's fees as required by the Federal Rules of Bankruptcy Procedure.

SIXTH CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

CONTEMPT OF FEDERAL RULES OF BANKRUPTCY PROCEDURE

338. J&F incorporates herein its answers and all defenses to paragraphs 1 – 337 of the Complaint.

339. In response to paragraph 339 of the Complaint, J&F admits that Plaintiffs request relief under Section 105 of the Bankruptcy Code but denies that said relief is available under the circumstances and further denies all remaining allegations of paragraph 339 of the Complaint to the extent directed to J&F.

340. J&F denies the allegations of paragraph 340 of the Complaint to the extent directed to J&F.

341. J&F denies the allegations, characterizations and implications of paragraph 341 of the Complaint as stated to the extent directed to J&F.

342. J&F denies the allegations, characterizations and implications of paragraph 342 of the Complaint as stated to the extent directed to J&F.

343. J&F denies the allegations, characterizations and implications of paragraph 343 of the Complaint to the extent directed to J&F.

344. J&F denies the allegations, characterizations and implications of paragraph 344 of the Complaint as stated to the extent directed to J&F.

345. J&F denies the allegations, characterizations and implications of paragraph 345 of the Complaint to the extent directed to J&F, specifically denies that a class has been established, and denies that Plaintiffs are entitled to class certification as requested.

346. J&F denies the allegations, characterizations and implications of paragraph 346 of the Complaint to the extent directed to J&F.

347. J&F denies the allegations of paragraph 347 of the Complaint to the extent directed to J&F.

348. In response to paragraph 348 of the Complaint, J&F admits that it had knowledge of the Debtors' bankruptcy filing but is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 348 of the Complaint relating to any unnamed Plaintiffs, denies all remaining allegations of paragraph 348 of the Complaint and specifically denies that a class has been or can be certified as requested.

349. J&F denies the allegations, characterizations and implications of paragraph 349 of the Complaint to the extent directed to J&F, and specifically denies that a class has been or can be certified as requested.

350. In response to paragraph 350 of the Complaint, J&F admits that portion of paragraph 350 of the Complaint which states that J&F had “knowledge of the rules of bankruptcy procedure including Rule 2016(a)” but denies all remaining allegations of paragraph 350 of the Complaint to the extent directed to J&F.

351. J&F denies the allegations, characterizations and implications of paragraph 351 of the Complaint to the extent directed to J&F, and specifically denies that a class has been or can be certified as requested.

352. In response to paragraph 352 of the Complaint, J&F denies the allegations of paragraph 352 of the Complaint, specifically denies that a class has been established, denies that Plaintiffs are entitled to class certification as requested and further denies that Plaintiffs are entitled to any relief against J&F whatsoever. J&F affirmatively states that Plaintiffs have failed to allege recovery of attorney’s fees as required by the Federal Rules of Bankruptcy Procedure.

SEVENTH CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

BREACH OF THE UNIFORM MORTGAGE COVENANTS

353. J&F incorporates herein its answers and all defenses to paragraphs 1 – 352 of the Complaint.

354. J&F denies the allegations of paragraph 354 of the Complaint to the extent directed to J&F.

355. J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 355 of the Complaint, and specifically denies that a class has been or can be certified as requested.

356. J&F denies the allegations of paragraph 356 of the Complaint to the extent directed to J&F, and specifically denies that a class has been or can be certified as requested.

357. In response to paragraph 357 of the Complaint, J&F admits that Plaintiffs request the relief stated but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 357 of the Complaint, including specifically that a class has been or can be certified as requested and further denies that the Plaintiffs are entitled to any relief against J&F whatsoever.

EIGHTH CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

UNAUTHORIZED PRACTICE OF LAW

358. J&F incorporates herein its answers and all defenses to paragraphs 1 – 357 of the Complaint.

359. J&F admits that portion of paragraph 359 of the Complaint which states that J&F is “engaged in the practice of law” but denies all remaining allegations of paragraph 359 of the Complaint.

360. The allegations of paragraph 360 are not directed to J&F so a response is not required. To the extent a response is required, J&F denies the allegations, characterizations and implications of paragraph 360 of the Complaint as stated.

361. J&F denies the allegations, characterizations and implications of paragraph 361 of the Complaint to the extent directed to J&F.

362. J&F denies the allegations, characterizations and implications of paragraph 362 of the Complaint.

363. J&F denies the allegations, characterizations and implications of paragraph 363 of the Complaint to the extent directed to J&F.

364. J&F denies the allegations, characterizations and implications of paragraph 364 of the Complaint to the extent directed to J&F.

365. J&F denies the allegations of paragraph 365 of the Complaint and specifically denies that a class has been or can be certified as requested.

366. In response to paragraph 366 of the Complaint, J&F admits that Plaintiffs request the relief stated but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 366 of the Complaint, including specifically that a class has been or can be certified as requested and further denies that the Plaintiffs are entitled to any relief against J&F whatsoever.

NINTH CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

CIVIL CONSPIRACY

367. J&F incorporates herein its answers and all defenses to paragraphs 1 – 366 of the Complaint.

368. J&F denies the allegations, characterizations and implications of paragraph 368 of the Complaint including all subparts thereof to the extent directed to J&F and specifically denies that a class has been or can be certified as requested.

369. J&F denies the allegations of paragraph 369 of the Complaint to the extent directed to J&F.

370. J&F denies the allegations of paragraph 370 of the Complaint to the extent directed to J&F.

TENTH CAUSE OF ACTION ASSERTED AGAINST ALL DEFENDANTS

VIOLATION OF 18 U.S.C. § 155 PROSCRIPTION AGAINST FIXING ATTORNEYS' FEES IN A BANKRUPTCY PROCEEDING

371. J&F incorporates herein its answers and all defenses to paragraphs 1 – 370 of the Complaint.

372. In response to paragraph 372 of the Complaint, J&F states that 18 U.S.C. §155 speaks for itself and denies all remaining allegations of paragraph 372 of the Complaint.

373. In response to paragraph 373 of the Complaint, J&F states that 18 U.S.C. §155 speaks for itself and denies all remaining allegations of paragraph 373 of the Complaint.

374. J&F denies the allegations, characterizations and implications of paragraph 374 of the Complaint to the extent directed to J&F.

375. In response to paragraph 375 of the Complaint, J&F admits that Plaintiffs request the relief stated but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 375 of the Complaint to the extent directed to J&F, including specifically that a class has been or can be certified as requested, denies Plaintiff Barkley has standing to raise claims under 18 U.S.C. §155 and further denies that the Plaintiffs are entitled to any relief against J&F whatsoever.

376. In response to paragraph 376 of the Complaint, J&F admits that Plaintiffs request the relief stated but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 376 of the Complaint to the extent directed to J&F, including specifically that a class has been or can be certified as

requested, denies that the Plaintiffs have standing to raise claims under 18 U.S.C. §155 and further denies that the Plaintiffs are entitled to any relief against J&F whatsoever.

**ELEVENTH CAUSE OF ACTION ASSERTED AGAINST ONLY GREAT HILL
PARTNERS AND DAN PHELAN**

FRAUD UPON THE BANKRUPTCY COURT BY CONTROL FRAUD

377. J&F incorporates herein its answers and all defenses to paragraphs 1 – 376 of the Complaint.

378. Paragraph 378 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 378 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 378 of the Complaint to the extent directed to J&F.

379. Paragraph 379 of the Complaint and the Exhibit referenced therein is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 379 of the Complaint, all subparts thereof, and the contents of the referenced Exhibit. J&F affirmatively asserts that the referenced Exhibit speaks for itself.

380. Paragraph 380 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 380 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 380 of the Complaint to the extent directed to J&F.

381. Paragraph 381 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 381 of the Complaint.

382. Paragraph 382 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 382 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 382 of the Complaint to the extent directed to J&F.

383. J&F denies the allegations, characterizations and implications of paragraph 383 of the Complaint to the extent directed to J&F.

384. J&F denies the allegations, characterizations and implications of paragraph 384 of the Complaint to the extent directed to J&F.

385. J&F denies the allegations, characterizations and implications of paragraph 385 of the Complaint to the extent directed to J&F.

386. Paragraph 386 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 386 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 386 of the Complaint to the extent directed to J&F.

387. J&F denies the allegations, characterizations and implications of paragraph 387 of the Complaint to the extent directed to J&F.

388. J&F denies the allegations, characterizations and implications of paragraph 388 of the Complaint to the extent directed to J&F.

389. J&F denies the allegations, characterizations and implications of paragraph 389 of the Complaint to the extent directed to J&F.

390. J&F denies the allegations, characterizations and implications of paragraph 390 of the Complaint to the extent directed to J&F and specifically denies that a class has been or can be certified as requested.

391. J&F denies the allegations, characterizations and implications of paragraph 391 of the Complaint to the extent directed to J&F.

392. J&F denies the allegations, characterizations and implications of paragraph 392 of the Complaint to the extent directed to J&F. J&F affirmatively asserts that the source for the referenced definition speaks for itself.

393. Paragraph 393 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 393 of the Complaint. J&F specifically denies all allegations, characterizations and implications of paragraph 393 of the Complaint to the extent directed to J&F.

394. J&F denies the allegations, characterizations and implications of paragraph 394 of the Complaint to the extent directed to J&F.

395. Paragraph 395 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 395 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 395 of the Complaint to the extent directed to J&F.

396. Paragraph 396 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief

as to the truth of the allegations of paragraph 396 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 396 of the Complaint to the extent directed to J&F.

397. Paragraph 397 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 397 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 397 of the Complaint to the extent directed to J&F.

398. Paragraph 398 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 398 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 398 of the Complaint to the extent directed to J&F.

399. Paragraph 399 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 399 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 399 of the Complaint to the extent directed to J&F.

400. Paragraph 400 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 400 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 400 of the Complaint to the extent directed to J&F.

401. Paragraph 401 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 401 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 401 of the Complaint to the extent directed to J&F.

402. Paragraph 402 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 402 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 402 of the Complaint to the extent directed to J&F and specifically denies that a class has been or can be certified as requested.

403. Paragraph 403 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 403 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 403 of the Complaint to the extent directed to J&F and specifically denies that a class has been or can be certified as requested.

404. Paragraph 404 of the Complaint is not directed to J&F. To the extent a response is required, J&F is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 404 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 404 of the Complaint to the extent directed to J&F.

405. To the extent paragraph 405 of the Complaint is not directed to J&F, J&F is without knowledge or information sufficient to form a belief as to the truth of the

allegations of paragraph 405 of the Complaint. J&F specifically denies the allegations, characterizations and implications of paragraph 405 of the Complaint to the extent directed to J&F.

406. In response to paragraph 406 of the Complaint, J&F admits that Plaintiffs request relief including under Section 105 of the Bankruptcy Code but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 406 of the Complaint to the extent directed to J&F and denies that a class has been or can be certified as requested.

407. In response to paragraph 407 of the Complaint, J&F admits that Plaintiffs request relief including under Section 105 of the Bankruptcy Code but denies that said relief is available under the circumstances, denies all remaining allegations of paragraph 407 of the Complaint, including specifically that a class has been or can be certified as requested and further denies that the Plaintiffs are entitled to any relief against J&F whatsoever.

PRAYER FOR RELIEF

J&F denies the final, unnumbered paragraph of the Complaint beginning with "WHEREFORE" and all subparts thereof, including but not limited to subparts (I) through (VIII) thereof. J&F denies all allegations, characterizations and implications and requests for relief in the Complaint unless specifically admitted herein.

WHEREFORE, J&F requests that the Court deny the Plaintiffs' request for class certification of any type, deny all relief requested by the Plaintiffs against J&F, dismiss the Plaintiffs' Complaint with all costs assessed against the Plaintiffs and/or grant J&F such other and/or further relief as the Court deems just and appropriate.

DATED: February 25, 2011.

Respectfully submitted,

JOHNSON & FREEDMAN, LLC

By Its Attorneys,
WATKINS LUDLAM WINTER & STENNIS, P.A.

s/ Kristina M. Johnson

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CERTIFICATE OF SERVICE

I hereby certify that on February 25, 2011, I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the parties set forth in the Electronic Mail Notice List as of the date hereof, including the following:

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Additionally, on February 25, 2011, I caused to be served a true and correct copy of the foregoing pleading to:

Via Email

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DATED: February 25, 2011.

s/ Kristina M. Johnson